

COLLECTIVE AGREEMENT

between

NORTH END COMMUNITY HEALTH ASSOCIATION
(The “Employer”)

and the

NOVA SCOTIA GOVERNMENT & GENERAL EMPLOYEES UNION
(The “Union”)

November 1, 2020 – October 31, 2023

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PREAMBLE

It is the intention and purpose of the parties to the agreement to set forth terms and conditions of employment affecting employees covered by this Agreement.

NOW THEREFORE the Parties hereto mutually agree as follows;

ARTICLE 1 – DEFINITIONS*

For the purpose of this Agreement:

- 1.01 **“Common-law relationship”** is said to exist when, for a continuous period of more than one (1) year, an employee has lived with a person, publicly represented that person to be the employee’s spouse, and lives continually with that person as if that person were the employee’s spouse.
- 1.02 **“Day”**, except where otherwise provided, means Monday through Friday, excluding holidays.
- 1.03* **“Employee”** means a person who is included in the bargaining unit as defined in Article 2.01 and includes:
- (a) **“Casual Employee”** is a non-permanent employee who is called in as required and who works on an hourly basis;
 - (b) **“Full-time Employee”** is an employee who is hired to work the bi-weekly hours of work as provided in this Agreement;
 - (c)* **“Part-time Employee”** is an employee who is hired to work less than the full-time hours of work as provided in this Agreement. **A part-time employee shall qualify, subject to eligibility, for benefits provided in the collective agreement on a pro-rated basis according to their full-time equivalency. Where a part-time employee works extra shifts in excess of their Full Time Equivalence (FTE), the employee shall be paid their regular hourly rate and shall accrue sick time and vacation time based on the number of excess hours worked.**

Casual employees replacing regular employees will be paid in accordance with Appendix “A”.
 - (d) **“Permanent Employee”** is an employee who has completed **their** probationary period and is employed on a full-time or part-time basis.
 - (e)* **“Project Employee”** is an employee who is hired on a temporary full-time or part-time basis for a specified period and where funding for the position is obtained from a third party. A Project employee is entitled to all benefits

provide for in this Collective Agreement except where the terms of the funding arrangement dictate different terms and then the terms of the funding arrangements will prevail. These employees will not replace employees under a), b), c), d) of this Article.

- (f)* **“Temporary Employee”** is an employee hired to work in a Temporary Position. A casual employee hired to work in a temporary position shall not accrue regular seniority, but will continue to accrue casual seniority. A casual employee filling a temporary position will be entitled to the benefits of a casual employee as set out in this Collective Agreement.

Permanent employees working in a temporary position, will continue to be covered under the Collective Agreement as a permanent employee. Upon completion of the Temporary position the permanent employee will be returned to their former position.

Notwithstanding the above, should a casual in a temporary position become a permanent employee without a break in employment, the employee shall have their regular seniority back dated to their date of hire in the most recent temporary position.

These employees will not replace employees under a), b), c), or d) of this Article.

- (g)* **“Term Employee”** is an employee hired to work in a Term Position. A casual employee hired to work in a term position shall not accrue regular seniority but will continue to accrue casual seniority. A casual employee filling a term position shall qualify, subject to eligibility, for other benefits of this Collective Agreement in accordance with the Full Time Equivalency of the Term Position.

Permanent employees working in a term position, will continue to be covered under the Collective Agreement as a permanent employee. Upon completion of the Term, the permanent employee will be returned to their former position.

Notwithstanding the above, should a casual in a term position become a permanent employee without a break in employment, the employee shall have their regular seniority back dated to their date of hire in the most recent term.

These employees will not replace employees under a), b), c), or d) of this Article.

1.04 **“Employer”** means the North End Community Health Association.

- 1.05 **“Holiday”** means the twenty-four (24) hour period commencing at 0001 hours of a day designated as a holiday in this Agreement.
- 1.06 **“Leave of absence”** means absent from work with permission.
- 1.07 **“Lockout”** includes the closing of a place of employment, a suspension of work or a refusal by the Employer to continue to employ a number of its employees done to compel the employees, or to aid another employer to compel its employees, to agree to terms or conditions of employment.
- 1.08* **“Seniority”** means the length of continuous employment with the employer from the date of hire within the bargaining unit.
- 1.09* **“Service”** means the length of continuous employment with the employer from the date of hire.
- 1.10 **“Spouse”** means husband, wife and common-law spouse.
- 1.11 **“Strike”** includes a cessation of work, or refusal to work or continue to work by employees in combination or in concert or in accordance with a common understanding, for the purpose of compelling their Employer to agree to terms or conditions of employment or to aid other employees in compelling their employer to agree to terms or conditions of employment.
- 1.12 **“Temporary Position”** means work for a definite period of time greater than four (4) weeks but less than twenty-six (26) weeks when additional staffing is required temporarily. Such positions shall be posted in accordance with the Collective Agreement unless the parties agree otherwise.
- 1.13 **“Term Position”** means work for a definite period of time greater than three months (3) but less than twelve (12) months created by the absence of an incumbent. Such positions shall be posted in accordance with the Collective Agreement and can be extended by mutual agreement of the Employer and the Union.
- 1.14 **“Union”** means the Nova Scotia Government and General Employees Union.

ARTICLE 2 – RECOGNITION

- 2.01 (a) The North End Community Health Association (hereinafter the “Employer”) recognizes the Nova Scotia Government and General Employees Union as the sole and exclusive bargaining agent for all employees of the North End Community Health Association on Gottingen Street in Halifax, excluding the Executive Director, Manager of Communications and HR, Director of Finance and Operations, Fund Development and HR Coordinator, Mobile

Outreach Street Health Team Lead, and Physicians qualified to practice under the laws of Nova Scotia and employed in that capacity and all other others excluded by paragraph (a) and (b) of Subsection 2 of Section 2 of the *Trade Union Act*.

- (b) The Managers shall include staff representation in the selection of all new employees.
- 2.02 No employee shall be required or permitted to make written or verbal agreements with the Employer or its representatives which may conflict with the terms of this Collective Agreement.
- 2.03 This Agreement applies to and is binding on the Union, the employees, and the Employer and its agents.

ARTICLE 3 - NO DISCRIMINATION AND FAIRNESS

- 3.01 The Employer shall not discriminate against employees with respect to terms or conditions of employment on the grounds of race, creed, colour, sex, marital or parental status, religion, nationality, ancestry, or place of origin, Union membership or activity, political affiliation or activities.
- 3.02 The Employer shall exercise its rights and powers in a manner that is fair, reasonable, and consistent with the terms of this Collective Agreement
- 3.03 The Employer shall provide and the Union and employees shall support a workplace free from personal or sexual harassment and any other harassment based on the protected characteristics set out in Article 3.01. The Employer shall maintain a policy on workplace harassment and any dispute regarding an allegation of personal harassment on grounds other than the protected characteristics set out in Article 3.01 shall be resolved in accordance with the terms of the policy.

ARTICLE 4 – NO LOCKOUT OR STRIKE

- 4.01 The Employer agrees that there shall be no lockouts during the term of this Collective Agreement
- 4.02 The Union agrees that there shall be no strike during the term of this Collective Agreement
- 4.03 Strike and lockout shall be defined as in the *Trade Union Act*.

ARTICLE 5 – APPLICATION

5.01 This Agreement, including each of the Memoranda of Agreement and the Appendices which are attached, apply to and are binding on the Union, the employees and the Employer.

ARTICLE 6 – FUTURE LEGISLATION

6.01 In the event that any law passed by the Legislature applying to the employees covered by this Agreement renders null and void any provision of this Agreement, the remaining provisions of the Agreement shall remain in effect for the term of the Agreement.

ARTICLE 7 - MANAGEMENT RIGHTS

7.01 The Union agrees that it is the exclusive right of the Employer to manage the enterprise in which it is engaged and without limiting the generality of the foregoing, the Employer shall have the right, provided that such rights are exercised in accordance with the terms and conditions of this Collective Agreement, to:

- (a) maintain order, discipline and efficiency;
- (b) to operate and manage its business and direct the workforce in accordance with its commitments and responsibilities;
- (c) to determine the work to be performed and establish standards, methods, procedures and schedules of operations;
- (d) to determine the qualifications, select, hire, transfer, promote, demote, classify, lay-off, suspend and discharge or otherwise discipline an employee for just cause, and to increase or decrease working forces;
- (e) to maintain reasonable rules and regulations to be observed by employees.

7.02 Consistent Application

The Employer agrees that management rights will not be exercised in a manner inconsistent with the express provisions of this Agreement.

ARTICLE 8 - CHECKOFF

8.01 Deduction of Union Dues and Assessments

The Employer will, as a condition of employment, deduct an amount equal to the amount of the membership dues and assessments uniformly required to be paid by all members of the Union from the bi-weekly pay of all employees in the bargaining unit.

8.02 Notification of Deduction

The Union shall inform the Employer in writing of the authorized deduction to be checked off for employees mentioned in Article 8.01.

8.03 Religious Exclusions

Deductions for membership dues and assessments shall not apply to any employee who, for religious reasons, cannot pay union dues and assessments, provided the employee makes a contribution equal to said union dues and assessments to some recognized charitable cause.

8.04 Remittance of Union Dues and Assessments

The amounts deducted in accordance with Article 8.01 shall be remitted to the Secretary-Treasurer of the Union by cheque within a reasonable time after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on the employee's behalf.

8.05 Liability

The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article except for any claim or liability arising out of an error committed by the Employer.

8.06 The Employer shall include with the employee T4 slips the amount of the union – dues paid, for income tax purposes.

ARTICLE 9 - UNION INFORMATION AND OFFICE

9.01 The Employer shall provide bulletin board space for the use of the Union at an appropriate location, upon which the Union shall have the right to post notices relating to matters of interest to the Union and the employees.

9.02 The Employer shall provide the Union with reasonable accommodation on the premises for Union meetings.

9.03 Union representatives are entitled to distribute Union literature and to convene Union meetings on the Employers premises during non-working hours.

ARTICLE 10 – INFORMATION*

- 10.01 Upon request by an employee, the Employer will provide either an electronic copy or a hard copy of the Agreement to the employee within one calendar week. Upon request by the Union, the Employer agrees to provide a reasonable number of copies of the Agreement for use by the Union.
- 10.02 The Employer agrees to provide new employees with a copy of the Collective Agreement in effect and acquaint them with the conditions of employment set out in the articles concerning check off and the name of the Union shop steward.
- 10.03 A Union Steward shall be given the opportunity to meet each new employee during regular working hours without loss of pay, and with no additional cost to the Employer, for a maximum of thirty (30) minutes. Such time will be arranged between the Steward and the Employer.
- 10.04 Classifications and Job Descriptions for positions in the bargaining unit, shall not be changed or deleted without prior consultation with the Union.
- 10.05 A job description shall be provided for each position upon hiring and within five (5) days when requested by the Employee or Union.
- 10.06*The Employer agrees to provide to the Union, upon request by the Union, such information relating to employees in the bargaining unit that is reasonably required for collective bargaining purposes.**

ARTICLE 11 – APPOINTMENT

11.01 Probationary Period

A newly hired employee may be appointed to the employee's position on a probationary basis for a period of 975 hours worked or twelve (12) months, whichever is less. Before the end of the probationary period the Employer has the right to extend the probationary period for another 488 hours worked or three (3) months, whichever is less, with mutual agreement from the Union.

11.02 Confirmation of Permanent Appointment

The Employer shall, after an employee has served in a position on a probationary basis as per Article 11.01 confirm the appointment on a permanent basis.

11.03 Termination of Probationary Appointment

An employee may be dismissed at any time during the probationary period if in the sole opinion of the Employer the employee is unsuitable for the job to which the employee has been assigned.

11.04 Term and Temporary Appointments

Term Employees and Temporary Employees may be terminated at any time at the sole discretion of the Employer. Where the Employer terminates a Term Position or Term Employee or Temporary Position or Temporary Employee the Employer shall endeavor to give at least ten days prior notice but in any event shall give as much notice as is reasonably practicable in the circumstances.

11.05 Notification of Appointments and Terminations

The Employer shall advise the Union in writing of all appointments, terminations, or changes of status of each employee in the bargaining unit within ten (10) days of their occurrence.

ARTICLE 12 – STEWARDS

12.01 Recognition

The Employer acknowledges the right of the Union to appoint employees as Stewards.

12.02 Notification

The Union agrees to provide the Employer with a list of employees designated as Chief Stewards and as Stewards for the bargaining unit.

12.03 Servicing of Grievances

It is understood that the Officers, Stewards and members of the Union have their regular work to perform on behalf of the Employer. It is acknowledged that grievances, including investigation meetings, should be serviced as soon as possible and that if it is necessary to service a grievance during working hours, Stewards will not leave their jobs without giving an explanation for leaving and obtaining the Supervisor's permission. Permission will not be unreasonably withheld so long as operational requirements permit. The Steward shall report back to the Supervisor before resuming the normal duties of **their** position.

ARTICLE 13 – TIME OFF FOR UNION BUSINESS*

13.01 Leave Without Pay*

Where operational requirements permit, and on reasonable notice, special leave without pay shall be granted to employees for Union business:

- (a) as members of the Board of Directors of the Union for the attendance at Board meetings;
- (b) as members of the Bargaining Unit Negotiating Committees of the Union for the attendance at Committee Meetings;
- (c) as delegates to attend conventions of the Union's affiliated bodies, including N.U.P.G.E., C.L.C., Nova Scotia Federation of Labour;
- (d) as members of standing Committees of the Union for the attendance at meetings of standing Committees;
- (e) as members of the Executive to attend Executive Meetings of the Nova Scotia Federation of Labour;
- (f) for such other legitimate Union business as may be authorized by the Union such as, but not limited to, replacing Union staff, Union educational programs, etc.
- (g)* the employee requesting leave without pay for such Union business shall provide a minimum of two days' notice of the required leave to their supervisor.**

Such permission shall not be unreasonably withheld.

13.02 Notification to Employer

The Union shall notify the Employer of the names of employees, who are members of the Board of Directors, the Local Executive and Negotiating Committee.

13.03 Salary Continuance

The Employer will continue to pay the salary and benefits of an employee who is granted leave without pay in accordance with Article 13.01 and will bill the Union for the salary and the Employer's cost of benefits for the period of such leave.

13.04 Contract Negotiations

Where operational requirements permit, and on reasonable notice, the Employer may grant leave with pay for not more than three (3) representatives of the bargaining unit for the purpose of attending contract negotiation meetings with the Employer. If the Employer is required to replace the Union representatives the Employer will bill the Union for the salary and the Employer's cost of the benefits for the period of such leave.

13.07 No Loss of Service/ Seniority

While on leave for Union business pursuant to this Article, an employee shall continue to accrue and accumulate service and seniority credits for the duration of the employee's leave, and the employee's service and seniority shall be deemed to be continuous.

13.08 Executive Position Leave*

Where the Union has determined the requirement for a full time elected Union Executive position under the following headings: President (NSGEU), First Vice President, Second Vice President, Third Vice President, Secretary Treasurer; President and Secretary Treasurer of the National Union of Public Employees (NUPGE), or President of the Nova Scotia Federation of Labour an approved leave of absence without pay shall be granted in accordance with the following provisions:

- (a) An employee who declares their intention to offer for any of the listed positions shall notify the Employer as soon as possible after declaring.**
- (b) An employee elected to one of the above noted fulltime Union Executive positions shall be given an approved leave of absence without pay for the term(s) they are to serve, up to thirty-six (36) months.**
- (c) All benefits of the employee shall continue in effect while the employee is serving in the fulltime Union Executive position and for such purposes, the employee shall be deemed to be in the employ of the Employer and to have continuous service with the Employer for all purposes.**
- (d) The gross salary shall be determined by the Union and paid to the employee by the Employer. The amount of the gross salary shall be reimbursed to the Employer by the Union. The Union shall also reimburse to the Employer the Employer's portion for all statutory and**

required benefit contributions/premiums/deductions during the approved leave of absence.

- (e) Upon expiration of their term of office, the employee shall be reinstated in the position they held immediately prior to the commencement of leave, or in a position mutually agreed upon by the employee and the Employer.**
- (f) Any vacation earned but not used prior to the employee taking office shall be carried over to be taken in the fiscal year in which the employee returns from the approved leave of absence.**
- (g) Only one (1) employee shall be granted leave under this section at any one time, on a first come, first serve basis.**

ARTICLE 14 – CORRESPONDENCE

14.01 Except where otherwise provided, official communications in the form of correspondence between the Employer and the Union shall be between the appropriate member of the management team for the Employer and the Union. Each party shall keep the other informed of its address.

ARTICLE 15 – CLASSIFICATIONS AND RATES OF PAY*

- 15.01 (a) All employees to whom this Collective Agreement applies shall be classified under one of the classifications and rates of pay listed in Appendix “A” attached hereto.
 - (b) Employees required to temporarily replace in a higher classification for one half (1/2) day or more and up to six (6) weeks shall receive payment of acting pay equivalent to ten percent (10%) higher than their existing rate of pay, provided that in no case shall the rate for that period exceed the maximum rate of the higher-paying position.
 - (c) Employees who are assigned to perform duties of a Manager for a period of 37.5 hours or greater while they are absent will be paid a premium of \$3.00 per hour.
- 15.02* (a) **When a new classification is introduced or when an existing classification has been substantially altered during the life of this Agreement, the rate of pay shall be subject to negotiations between the Employer and the Union. The Employer may implement a new classification and attach a salary to it, providing that the Union is given ten (10) days written notice in advance.**

- (b) **If the parties are unable to agree on the rate of pay for the new or substantially altered classification, the Union may refer the matter to a single Arbitrator who shall determine the new rate of pay. The appointment shall be made in accordance with Article 26.07.**
- (c) **The new rate of pay shall be effective from the date the Employee commenced employment in the new position or from the date the Employee submitted to the Employer a written request based on substantial alteration to their classification.**

ARTICLE 16 – SALARY ADMINISTRATION

- 16.01 The Employer shall maintain a bi-weekly pay period. When the regular payday falls on a holiday, the payday shall be the last banking day prior to such a holiday.
- 16.02 The anniversary date of a permanent employee shall be the employee's most recent date of hire with the Employer.
- 16.03 Employees shall advance to the next increment on the wage scale after an employee has served for a period of twelve months following their anniversary date.
- 16.04 When an employee receives the annual increment, the increment rate shall be effective the first day of the pay period in which it falls.
- 16.05 An employee's anniversary date will change if the employee has been reclassified, or promoted, at which time the date of the reclassification or promotion becomes the new anniversary date.
- 16.06 The anniversary date for the payment of the increment shall be moved forward by the amount of time any employee is on unpaid leave of absence.
- 16.07 The Employer may, at time of hiring or at any time during probation, place a new or re-hired employee at any step in the salary scale, according to their education, experience or ability.
- 16.08 Movement on the Increment Scale – Casual Employee
 - (a) The date of the first shift worked as a Casual employee shall be the anniversary date for casual employees. The Anniversary Date may change subject to the provisions below.

- (b) A casual employee who has worked one thousand hours (1000) hours or more within one calendar year of their Anniversary Date shall move to the next level on the salary scale.
- (c) A casual who has worked less than one thousand (1000) hours within one calendar year of their Anniversary Date shall move to the next increment when one thousand (1000) hours are achieved. This date shall become the casual employee's Anniversary Date for purposes of movement on the salary scale only. Service or Seniority are not affected by the change to the Anniversary Date.

ARTICLE 17 – SENIORITY*

17.01 The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. A copy of the seniority list shall be sent to the Union annually.

17.02 An Employee shall only lose seniority and be deemed to have terminated employment in the event of:

- (a) Resignation and the resignation has not been revoked by the Employee within forty-eight (48) hours of being served on the Employer.
- (b) Retirement.
- (c) Being absent from work for two (2) consecutive shifts without notifying the Employer, unless there are circumstances beyond the Employee's control which prohibited the Employee from notifying the Employer.
- (d) Discharge; and the Employee is not reinstated.
- (e) Layoff which lasts more than twelve (12) consecutive months.
- (f) Being recalled to work from layoff and failing to return to work within two weeks of notice of recall. It shall be the responsibility of the Employee to keep the Employer informed of their current contact information. If the Employee fails to do this, the Employer will not be responsible for a failure of the notice to reach the Employee.

17.03 Casual Seniority

Seniority for Casual Employees is based on the employee's accumulated hours worked in the bargaining unit from the employee's first day of work. A record of hours worked shall be kept by the Employer. This record shall constitute the Casual Seniority List.

17.04 Conversion of Casual Seniority to Regular Seniority

If a Casual Employee becomes a Permanent Full-Time or Permanent Part Time employee, the employee's casual seniority shall be converted to regular seniority on the basis of one (1) year of seniority for each 1950 hours of casual seniority, pro-rated as required. The employee will then accumulate further Regular Seniority from the length of their employment as a permanent Full Time or Part Time employee. In the event that a casual employee becomes a permanent employee and the conversion of hours results in the same seniority date as a current permanent employee, the casual employee who has converted their hours will be placed on the Seniority list below the other pre-established permanent employee with the same Seniority date.

17.05 Loss of Casual Seniority

A Casual Employee shall cease to be an employee and thus forfeit Casual seniority rights in the event that:

- (a) The Casual Employee resigns.
- (b) The Casual Employee retires.
- (c) The Casual Employee is discharged and not reinstated.
- (d) The Casual Employee does not work any shifts for a period of six (6) months, excluding approved periods of unavailability.

17.06 Probationary Period

A casual employee whose status changes from casual to permanent employee shall not be required to serve a new probationary period, but shall be subject to the applicable trial period language for the new position in accordance with Article 20.03.

17.07 Filling Vacancies*

In filling vacancies, seniority should be the determining factor when there are two or more candidates with relatively equal skills, ability and qualifications to perform the required duties of the position. Permanent employees shall be given preference in the selection process over casual employees.

17.08 Benefits for Casual Staff

A casual employee shall receive an additional eleven (11%) per cent of **their** straight time regular pay in lieu of all other benefits under this Agreement, except pension in accordance with the terms of the NSHEPP pension plan, where applicable. This shall be paid to the employee with each bi-weekly pay. Casual employees shall be classified under one of the classifications and rates of pay as listed in Appendix "A" (attached).

17.09 Exceptions

For further clarity, the following articles are not applicable to casual employees:

- Article 29 - Vacation
- Article 30 - Holidays
- Article 31 - Sick Leave
- Article 32 - Leave
- Article 33 - Job Sharing

ARTICLE 18 – HOURS OF WORK / OVERTIME / CALL BACK*

18.01 Full Time Employees

The regular hours of work for full-time Employees shall be seventy-five hours (75) bi-weekly averaged over two pay periods.

18.02 Part-Time Employees

The regular hours of work for Part-Time Employees shall be less than seventy-five hours (75) bi-weekly averaged over two pay periods.

18.03 Rest and Meal Periods*

- (a) **Employees who work between three (3) and five (5) hour shifts shall receive one (1) paid fifteen (15) minute rest period.**
- (b) **Employees who work between five (5) and seven (7) hour shifts shall receive two (2) paid fifteen (15) minute rest periods.**
- (c) **Employees who work an eight (8) hour shift shall receive a one (1) hour meal break, thirty (30) minutes of which will be paid and thirty (30) minutes of which will be unpaid and two (2) paid fifteen (15) minute rest periods.**

- (d) **Employees who work between ten (10) and twelve (12) hour shifts shall receive a one (1) hour meal break, thirty (30) minutes of which will be paid and thirty (30) minutes of which will be unpaid and two (2) paid fifteen (15) minute rest periods.**
- (e) **Employees who work a twelve (12) hour shift shall receive a one (1) hour meal break, thirty (30) minutes of which will be paid and thirty (30) minutes of which will be unpaid and three (3) paid fifteen (15) minute rest periods.**

18.04 Overtime

- (a) Overtime for Employees shall apply to all hours worked in excess of seventy-five (75) hours worked in a biweekly pay period.
- (b) For purposes of this Article, only hours actually worked are included for overtime purposes.
- (c) All overtime must receive prior authorization from the Employer.
- (d) Overtime shall be granted as time off in lieu at the rate of time and one-half of the hours worked. Employee who have accumulated lieu time must take the time off within six (6) months, and the Employer has the right to schedule the time off. If the Employer is unable to schedule the employee within six (6) months, the Employer may arrange to pay the employee.

18.05 Callback

- (a) An employee, with the exclusion of casual/relief employees, required to report back to work after leaving the premises following completion of regularly scheduled hours of work or is called back on a day **they are** not working, shall be paid for not less than four (4) hours at straight time.
- (b) Casual/relief employees called into work will receive a minimum of two (2) hours salary at straight time.

18.06 Over Night Shift Premium*

In addition to their regular rate of pay, employees shall receive a premium of two dollars and thirty-five cents (\$2.35) per hour for all hours worked between 11 pm and 7 am.

18.07 Variation in Hours of Work*

Depending on the nature of the job, safety considerations and the needs of the organization, a variation in hours of work, including a flexible working hours schedule, may be possible providing there is mutual agreement between the Employee and the Employer with regards to the details of that variation.

In the event that, a flexible working hours schedule:

- (a) does not result in the provision of a satisfactory service to the clients;**
- (b) creates a safety risk;**
- (c) incurs an increase in the cost to the Employer; or**
- (d) is operationally impractical for other reasons;**

the Employer may require a return to regular times of work.

Reasonable notice will be provided.

ARTICLE 19 – PERFORMANCE APPRAISAL*

19.01*The Employer shall conduct an annual performance appraisal of each employee, during which a review of the employee's job description will be conducted. Performance appraisals will be scheduled by the Employer and will be conducted in April / May and/or October / November each year. Any new methodology to be used in performance appraisals will be discussed at labour management prior to implementation.

ARTICLE 20 – JOB POSTING*

20.01 Those employees with the greatest seniority shall be entitled first to promotion, transfers, or-new positions (ability being sufficient to do the job).

20.02 When a vacancy occurs or a new position is created within the bargaining unit, the Employer shall notify the Union and post notice of the position(s) in the area designated for staff notices and distributed electronically via email.

The internal posting of any position shall be for a minimum of one week. The notice posted shall include:

- The position title
- Required qualifications
- Outline of responsibilities

- Whether the posting is for a permanent position or a term assignment, including expected duration of the assignment.
- Whether position is full time or part time and the applicable part time designation
- The closing date for applications

Employees interested in applying for any posted position shall do so in writing or via e-mail within the closing date of the posting.

20.03 Trial Period

If the successful applicant for a posted vacancy is a Permanent Employee, the Employee will be placed in the position on a trial period for up to five hundred and twenty (520) hours worked to determine if the Employee is satisfactory for the position. After the successful completion of the trial period, the appointment shall become permanent. If the Employer, at its sole discretion, determines during the trial period that the Employee is unsatisfactory, they shall be returned to their former or a similar position and salary without loss of seniority or other benefits. Any other Employee promoted or transferred because of the rearrangement of positions shall be returned to their same or similar position and salary without loss of seniority or other benefits. In implementing the rearrangement of positions, no job postings shall be required.

An Employee who determines that they are unable to perform the duties of the new position shall be returned to their former position pursuant to the above noted process.

20.04 Designated Positions*

The Union and Employer may agree that the job postings be restricted to indigenous persons, visible minorities, persons with disabilities, LGBT2SQ+, African Nova Scotians and/or other underrepresented groups, including but not limited to people with unique lived or living experience. The Union shall agree or disagree with the employer's request to restrict the job posting within ten (10) business days of the Employer providing the Union with the rationale and seniority list of the impacted classification. If the position cannot be filled with a qualified person eligible under the designation, the position will be reposted and filled in accordance with Article 20.

ARTICLE 21 - LAYOFF AND RECALL*

21.01 Seniority shall be the governing factor in layoff, subject to the ability and qualifications to perform the job.

21.02 The Employer will give as much notice as possible to the Union and to the employee(s) who is/are to be laid off, with no less than 20 days notice, prior to effective date of lay-off, or award pay in lieu thereof.

21.03* Employees shall be recalled in the order of their seniority, where jobs become available, provided they have the qualifications and ability to perform such jobs following a training period. If training is required, operational requirements permit and an assessment of the employee's skills concludes it is reasonable to expect the employee can be trained for the position, the Employer shall make available appropriate training programs or training opportunities. No new employees shall be hired until those laid off have been given the opportunity of recall. The Employer shall give notice of recall by **telephone call, email or registered mail** to the last recorded address of the employee. The employee shall keep the Employer advised at all times of their current **telephone number, email address and mailing address**. To qualify for recall, the employee must respond to the registered letter within five (5) working days of the date the letter is sent. The right of recall does not extend beyond one year from the date of the employee's layoff.

21.04 In the event an employee is affected by a layoff during sick leave or authorized leave of absence, the effective layoff date shall be the day following the termination of such leave.

21.05 If a part-time position becomes available, full-time employees shall be given preference providing they qualify.

ARTICLE 22 - PERSONNEL POLICIES*

22.01 The Personnel Policies of the Employer shall be supplied to every employee upon commencement of employment.

22.02 In any case of conflict between the Personnel Policies and this Collective Agreement, the Collective Agreement shall prevail.

22.03* New and/or amended Personnel Policies shall be supplied to all staff promptly with an effective date of implementation and shall not be enforced without reasonable notice of changes from current practice.

ARTICLE 23 – EMPLOYEE RECORDS

23.01 For the purposes of this article, personnel files shall be those records pertaining to the employment of individual members of the bargaining unit as may be maintained by the Employer. All information contained in personnel files, relating to disciplinary matters or to an employee's job performance, financial status or health shall be considered confidential (but not for purposes of discipline, including grievance and

arbitration) and shall not be released without the express written consent of the employee involved. A copy of any disciplinary document to be placed in an employee's file shall be provided concurrently to the employee. An employee shall have the right to examine during regular office hours all documents in their personnel file and shall receive, upon request, copies of any such documents.

23.02 The record of an employee shall not be used against the employee at any time after eighteen (18) months (excluding harassment, client, or patient abuse, theft or discrimination) following a disciplinary action, other than suspension, provided there has been no further recurrence of discipline during that time period.

23.03 The record of an employee shall not be used against the employee at any time after twenty-four (24) months (excluding harassment, client, or patient abuse, theft or discrimination) following a suspension, provided there has been no further recurrence of discipline during that time period.

23.04 For the exceptions listed in Articles 23.02 and 23.03, the disciplinary record shall remain on the employees personnel file for a period of thirty-six (36) months, provided there has been no further recurrence of discipline during that time period.

ARTICLE 24 – DISCIPLINE

24.01 No employee shall be disciplined without just cause. An employee is entitled, prior to the implementation of discipline, to be notified at a meeting with management of the reasons for such action. The employee may be accompanied by a Union representative. The employee is to be advised of the right to be accompanied by a Union representative.

24.02 Employees shall be notified in writing of the grounds for discipline. The Union shall receive a copy. In subsequent grievance procedures, including arbitration, the Employer shall be limited to such grounds.

ARTICLE 25 - GRIEVANCE PROCEDURE

25.01 A grievance shall mean a dispute or difference of opinion concerning any of the following:

- a) The interpretation or application of a provision of this Collective Agreement.
- b) The interpretation or application of a provision or a direction or other instrument made or issued by the Employer dealing with terms and conditions of employment.

25.02 Grievances shall be dealt with in the following manner at the time the employee becomes aware of a grievance, the grievance shall be discussed informally with the employee's Manager. The grievor and Union representative shall be present at this discussion. If the grievance cannot be resolved through informal discussion, the following procedure shall apply.

Step 1 Within ten (10) working days of the event giving rise to the grievance, the Union may submit a grievance, in writing, to the Manager, who shall reply in writing within three (3) working days after the grievance was submitted.

Step 2 Failing settlement at Step 1, the grievance may be submitted by the Union, in writing, within three (3) working days, to the Executive Director who shall render their decision in writing within four (4) working days after receipt of the grievance.

Step 3 Failing satisfactory settlement at Step 2, the Union may refer the grievance to arbitration.

25.03 Policy, group grievances and/or grievances concerning lay-off or discharge may be filed at Step 2 of the grievance procedure, within fifteen (15) working days of the layoff or discharge.

ARTICLE 26 – ARBITRATION

26.01 Notification

Either of the parties may, after exhausting the grievance procedure in Article 25, notify the other party within forty-five (45) days of the receipt of the reply at Step 3 or such reply being due, of its desire to refer the grievance to arbitration pursuant to the provisions of the *Trade Union Act* and this Agreement.

26.02 Voluntary Mediation

Prior to proceeding to arbitration, the parties may jointly agree to utilize the voluntary mediation process established by the Nova Scotia Department of Labour and Advanced Education. It is agreed that if voluntary mediation is utilized neither party shall be deemed to waive its right to proceed to arbitration unless the other parties agree that the voluntary mediation recommendations shall be binding upon both parties.

26.03 Referral to Arbitration

Where either party refers a grievance to arbitration, it shall be heard by a single arbitrator, unless either party requests that it be heard by a three-member arbitration board.

26.04 Relief Against Time Limits

Time limits are directory and the arbitration board or single arbitrator shall be able to overrule a preliminary objection that the time limits are missed providing that the board or arbitrator is satisfied that the grievance has been handled with reasonable dispatch and the Employer's position is not significantly prejudiced by the delay.

26.05 Regular Arbitration Procedure

(a) Single Arbitrator

If the grievance is to be heard by a single arbitrator and the Union and the Employer fail to agree upon the appointment of the arbitrator within ten working (10) days of notice of arbitration in accordance with Article 26.01, the appointment shall be made by the Minister of Labour for Nova Scotia.

(b) Arbitration Board

If the grievance is to be heard by a three-member arbitration board, the Union and the Employer shall each appoint a member of the arbitration board within ten working (10) days of notice of arbitration in accordance with Article 26.01. Should the appointed members fail to agree upon the appointment of a chair within ten working (10) days of their appointment, the Minister of Labour for Nova Scotia shall appoint the chair.

(c) Arbitration Procedure

The arbitration board or single arbitrator shall render a decision in as short a time as possible. With due regard to the wishes of the parties, the decision shall, in the normal course be handed down within a maximum of fourteen (14) days from the appointment of the chair or single arbitrator.

26.06 Arbitration Award

All arbitration awards shall be final and binding as provided by Section 42 of the *Trade Union Act*. An arbitrator may not alter, modify or amend any part of this Agreement, but shall have the power to modify or set aside any unjust penalty of discharge, suspension or discipline imposed by the Employer on an employee.

26.07 Arbitration Expenses

Each party shall pay the fees and expenses of its appointed member and one-half the fees and expenses of the chair or single arbitrator.

ARTICLE 27 - EMPLOYEE BENEFITS

27.01 Health Insurance

All eligible employees of the bargaining unit shall participate in the health insurance plan, unless covered by an equivalent health insurance plan. The Employer shall pay one hundred percent (100%) of the cost of premiums of the health insurance plan for all participating employees.

27.02 Group Life Insurance

All eligible employees of the bargaining unit shall participate in the present life insurance plan. The insurance coverage for each employee shall be in accordance with the present schedule and the Employer shall contribute one hundred percent (100%) of the cost.

27.03 Pension Plan

The Employer agrees to maintain a Pension Plan during the life of this Collective Agreement. Despite any other provisions of this agreement, the terms of the plan respecting eligibility and levels of contribution shall apply.

27.04 Dental Benefits

All eligible employees of the bargaining unit shall participate in the dental insurance-plan, unless covered by an equivalent-dental insurance plan. The Employer shall pay sixty per cent (60%) of the cost of the premiums for all participating employees.

27.05 Long Term Disability

All eligible employees of the bargaining unit shall participate in the Long Term Disability Plan. Employees in receipt of Long Term Disability benefits will not accumulate any benefits including vacation and holidays.

27.06 Employees on Unpaid Leave or Layoff

When an employee commences a leave in which they are not in receipt of any pay from the Employer the employee may continue group insurance, for a period not to exceed two years, by paying the Employer, on a monthly basis in advance of the Employer's remittance of premiums to the insurer, one hundred (100%) per cent of the premium payable with respect to the employee and the employer will remit the premium to the insurer. The Employee will remit in writing, their intent to pay the full cost of the premiums. Failure on the part of the Employee to submit payments by the date of the premium payments are due shall result in cancelation of benefits.

ARTICLE 28 – PROFESSIONAL DEVELOPMENT

28.01 Access to professional development monies shall not be unreasonably denied to Permanent staff.

ARTICLE 29 – VACATION*

29.01 A permanent employee shall receive an annual vacation with pay in accordance with their years of employment as follows:

- (a) Three weeks (3) in the first year
- (b) Four weeks (4) in the second, third, fourth, and fifth years
- (c) Five weeks (5) in the sixth, seventh, eighth, ninth & tenth years
- (d) Six weeks (6) in the eleventh year of employment and each year thereafter.

29.02 The vacation year shall be January 1 to December 31 inclusive.

29.03 An employee whose employment is terminated for any reason shall be paid with their fiscal pay an amount of money equivalent to any vacation which may have accrued to their benefit in accordance with this article.

29.04 The employee shall have the right to carry five (5) days vacation credits forward from year to year.

29.05 Vacation may be taken in advance with the consent of the Employer. Any vacation taken but not earned shall be repaid by the employee-upon termination.

29.06 For purposes of 29.01, the employee's years of employment includes all periods of employment with the Employer, however vacation does not accrue during any unpaid leave of absence, save and except for maternity, parental, adoption or other leave of absence during which the employee is in receipt of disability benefits through EI or CPP, in which case the employee may continue to accrue up to twenty (20) weeks of employment time for the purpose of calculating vacation entitlement.

29.07 If an employee becomes ill during vacation the employee may be granted sick leave with the consent of the employee's Manager and **their** vacation credits restored provided the employee provides the Employer with a medical certificate from a qualified medical practitioner that includes the following information:

- (a) The date employee was examined by the physician;
- (b) The date of the illness

- (c) The nature of the illness

29.08* Preference in **initial** vacation scheduling shall be given to those employees with greater length of seniority, **subject to operational requirements**.

29.09 Recall from Vacation

The Employer will make every reasonable effort not to recall an employee to duty while on vacation leave or to cancel vacation once it has been approved. An employee who has incurred expenses related to their vacation and, subsequent to their vacation approval, has their vacation cancelled or is recalled to work shall have such expenses reimbursed by the Employer. It is the responsibility of the employee to advise the Employer at the time of recall that they will be submitting a claim for vacation expenses incurred or that potential for such a claim exists. The employee shall be required to submit proof of expenses when making a claim for reimbursement.

29.10 Reinstatement of Vacation Upon Recall

The period of vacation leave displaced by recall shall either be added to the vacation period, if requested by the employee and approved by the Employer, or reinstated to the vacation bank for use at a later date.

ARTICLE 30 – HOLIDAYS*

30.01* The following days shall be considered as paid holidays for all employees:

- (a) New Year's Day
- (b) New Year's Eve - ½ day
- (c) Heritage Day
- (d) Good Friday
- (e) Easter Monday
- (f) Victoria Day
- (g) Canada Day
- (h) First Monday in August
- (i) Labour Day
- (j) **Truth and Reconciliation Day***
- (k) Thanksgiving Day
- (l) Remembrance Day
- (m) Christmas Eve – ½ day
- (n) Christmas Day
- (o) Boxing Day
- (p) Floater day to be used during the Christmas holiday season. (pro-rated for employees working less than full-time.

(q) **Any other day or part of a day declared by the Government of Canada or the Province of Nova Scotia to be a general holiday.***

30.02 Any statutory holiday that falls on a Sunday or a Saturday will be recognized as falling on the-following scheduled workday for the purposed of this article.

30.03 If a paid holiday falls or is observed during an employee's vacation period, the employee shall be granted an additional day's vacation for such paid holiday.

30.04* Employees shall be granted one additional holiday to observe a culturally relevant day of significance, provided they advise their manager of their intent to observe the day at least one month prior to the day. This Article is meant to recognize, for example, that staff of African descent or with a spouse or dependents of African descent may wish to honor Dr. Martin Luther King Day, or staff of Indigenous descent may wish to recognize Indigenous Peoples Day or Treaty Day. This additional day is offered to all staff in the spirit of inclusivity and respect.

30.05 Employees not scheduled to work on a holiday will be granted time off in lieu pro-rated for employees working less than full-time.

30.06 Employees regularly scheduled to work on the holiday will receive their regular pay.

30.07 Pay Rate for Holidays*

Employees required by the employer or scheduled to work on the holiday shall be paid for all hours worked at the rate of one and one-half times (1.5X) their regular rate of pay.

ARTICLE 31 — SICK LEAVE*

31.01* Sick leave is an indemnity benefit and not an acquired right. Employees who are absent from work on approved sick leave, shall be granted sick leave pay when unable to perform the duties of their position because of mental or physical illness or injury provided that the employee is not otherwise receiving pay for that day and provided that the employee has sufficient sick leave credits.

31.02 Employees shall promptly inform their Manager when they are not able to work due to illness.

31.03 The Employer may require the employee to obtain a physician's certificate attesting to the reason stated for being absent from work.

31.04 From the first day of employment, employees shall accumulate sick leave at the rate of two and one-half days for each month of employment up to a total of ninety (90) days. Sick leave shall be reduced by the number of days the employee is absent and in receipt of sick leave-benefits.

31.05*The ability to bank up to 90 sick days is provided in lieu of an Employer funded Short Term Disability program and allows the Employee to bank time in case of unexpected serious illness.

31.06 A record of accumulated and used sick leave shall be kept by the-Employer. Any employee may be advised, upon request, of the amount of sick leave accumulated to their credit.

31.07*An employee shall not accumulate sick leave while on unpaid leave or on **pregnancy, parental or adoption** leave.

31.08 An employee shall not accumulate sick leave credits during any month in which the employee received sick benefits for more than twelve (12) working days.

31.09 If an employee becomes ill during vacation the employee may be granted sick leave with the consent of the employee's Manager and **their** vacation credits restored provided they provide the Employer with a medical certificate from a qualified medical practitioner that includes the following information:

- (a) The date employee was examined by the physician;
- (b) The date of the illness
- (c) The nature of the illness

ARTICLE 32 – LEAVE*

32.01 Bereavement Leave

- (a) In the event of a death in the immediate family, every employee shall be entitled to special leave with pay for a period of five consecutive days, immediately following the death. The immediate family includes the parent, sibling, spouse, partner, child, grandparent, grandchild, parent-in-laws, step-child or ward of the employee and a relative permanently residing in the employee's household or with whom the employee resides.
- (b) Employees may be granted up to two days leave with pay to attend the funeral of other relations or close acquaintances upon request to the employee's Manager.
- (c) Bereavement leave which falls within vacation leave shall not be considered as a period of vacation leave, upon reasonable evidence to the Employer.

- (d) Should the funeral or internment of a person for whom an employee is entitled to bereavement leave be held outside the period immediately following the death, the Employee shall be entitled to defer all or a portion of the leave to which **they are** entitled, if any remains, to be taken to attend the funeral or internment.

32.02 Court Leave*

An employee required to serve on a jury, appear at **or accompany a minor dependent or an infirmed dependent** to a hearing, including an arbitration hearing, because of **under** a summons or subpoena, may be granted leave with pay for the time period required. If required to so appear on behalf of the Employer, leave shall be with pay. An employee given Court leave without loss of pay shall reimburse to the Employer the amount that the employee receives **to attend**.

32.03 Leave for Medical and Dental Appointments

Employees shall be allowed paid leave of absence up to three (3) working days per fiscal year, in order to engage in personal preventative medical and dental care. Such leave shall be deducted from the sick leave credits of the employee.

32.04 Leave for Family Illness*

In the case of a member of an employee's immediate family (as defined within bereavement leave) **being ill and requiring the employee's care**, a leave of up to five days per year with pay may be granted upon a request to the Employer. Such leave shall be deducted from the sick leave credits of the employee.

32.05 Emergency Leave

An employee may be granted leave of absence with pay for up to three days per year for a critical condition which requires their personal attention resulting from an emergency which cannot be served by other or attended to by the employee at a time when normally not on duty. Such a request shall be made to and discussed with the Employer.

32.06 Education Leave

- (a) A leave of absence without pay may be granted at the sole discretion of the Employer to an employee for the purpose of pursuing an educational program.
- (b) Upon completion of education leave pursuant to this Article, an employee shall be entitled to return to their former position.

- (c) The Employer shall provide and fund any Employer required training/education for an employee.
- (d) Any time spent in such training or educational sessions shall be considered time worked but will be paid at the regular hourly rate of the employee. The Employer shall make every reasonable effort not to schedule an employee for such training during their time off.
- (e) For clarity, training/education required by the Employer does not include training/education required by new hires or to maintain capacity for employment, nor does it include training/education required by a third party.

32.07 Leave for Storms or Hazardous Conditions*

- (a) It is the responsibility of the employee to make every reasonable effort to arrive at work and to notify their Manager if unable to arrive at work due to a storm or hazardous conditions.
- (b) Time lost by an employee of less than two (2) hours in a scheduled shift due to such conditions will be compensated as regular time worked.
- (c) * All time lost in excess of two (2) hours in a scheduled shift will be deemed to be leave, and shall, at the employee's options **will** be:
 - (i) **have those hours** charged to **as** the employee's accumulated vacation, accumulated holiday time, or accumulated overtime; or
 - (ii) **have those hours** otherwise **be** deemed to be leave without pay.
 - (iii) **Where operational requirements allow, the employer will endeavour to offer opportunities for employees to make up lost working hours, either in person or remotely.**
- (d) Where an employee requests permission to leave work prior to the completion of the employee's scheduled shift because of hazardous conditions arising from a storm, the Employer may, where operational requirements permit, excuse the employee, in which case Article 32.07 (b) and (c) above shall apply.

32.08 Other Leave of Absence*

An employee may be granted a leave of absence without pay for a special cause not specified in this Collective Agreement. The request shall be submitted to the employee's Manager **as far in advance as possible, and not less than four (4)**

weeks in advance of the requested leave, unless such notice is not possible under the circumstances. Such requests shall not be unreasonably withheld.

32.09 Pregnancy, Parental and Adoption Leave*

- (a) The provisions of the Labour Standards Code shall apply with respect to pregnancy, parental and adoption leaves, save and except that employees will be entitled to take an extended parental **or adoption** leave in accordance with the Extended E.I. Benefits.
- (b) An employee who has taken pregnancy or parental or adoption leave may continue the staff benefit programs by reimbursing the Employer for their own share of the costs of the plans. These costs shall be deducted from the Supplementary Employment Insurance Benefits paid by the Employer.

32.10 Supplementary Employment Benefits for pregnancy, parental and adoption leave shall be as set out in the Supplementary Employment Insurance Benefit Plan attached hereto as Appendix "C".

32.11 Birth or Adoption Leave*

On the occasion of the birth or adoption of their child, a new parent not taking Pregnancy, Parental or Adoption leave pursuant to Article 32.10 will be granted leave with pay of ten (10) days immediately following the birth or adoption.

32.12 Domestic Violence Leave*

- (a) **Where an Employee has been employed by the Employer for a period of at least three (3) consecutive months, and the Employee or a dependent child of the Employee experiences domestic violence, the Employee is entitled to a leave of absence, in accordance with the Labour Standards Code.**
- (b) **For clarity, as of the time of signing, the Labour Standards Code provides:**
 - i. **Such Employee is entitled to ten (10) days leave to attend to matters directly related to the domestic violence. Three (3) of those days are paid leave and seven (7) are unpaid leave. The 10 days may be taken continuously or intermittently.**
 - ii. **Such Employee is entitled to a continuous unpaid leave of sixteen (16) weeks to attend to matters directly related to the domestic violence, and shall be returned to their regular**

- position at the end of the leave. The Employee will provide as much notice as reasonably possible of their leave.
- iii. The Employer will make every reasonable effort to protect the confidentiality of employees experiencing domestic violence.
 - iv. The Employer may require documentation to justify the purpose of the leave.

ARTICLE 33 - JOB-SHARING

33.01 The Employer agrees to consider a request for job-sharing provided that the arrangement meets operational requirements of the health centre. The parties agree to consult on the number and specific positions to be the subject of job-sharing arrangements in place at any one time. Job-sharing is an arrangement which permits two employees to share in the duties, responsibilities, salary and, to the extent permitted by the terms and conditions of the benefit plans in place during the period of the arrangement, the benefits of one position. The terms and conditions of any job-sharing arrangement shall be mutually agreed to by the Union, Employer and the participants, and shall form part of the Collective Agreement.

ARTICLE 34 - SECURITY OF EMPLOYMENT

34.01 Work performed by the employees covered by this Collective Agreement that would result in the layoff of such employees or a reduction in regular hours worked shall not be contracted out.

ARTICLE 35 - LABOUR MANAGEMENT COMMITTEE

35.01 The Union and the Employer shall participate in a Labour Management Committee which shall consist of two (2) representatives of the Union and two (2) representatives of the Employer.

35.02 The Committee's functions are:

- (a) Defining and discussing workplace matters brought forward by either party
- (b) Developing viable solutions to such matters
- (c) Review existing benefits plan
- (d) Discussing and reviewing professional development opportunities

35.03 The Labour Management Committee shall meet at least three (3) times a year and the Employer shall make every reasonable effort to schedule such meetings during

the employee's working hours. Employees shall not suffer any loss of pay for time spent with this Committee.

35.04 The chairing of meetings shall rotate between one of the employer representatives and one of the union representatives. Minutes of each meeting of the committee shall be prepared and signed by the chairperson and shall be circulated to committee members for review and approval following the meeting. Upon approval, the minutes will be included in the Union binder.

35.05 The committee shall not negotiate or amend or alter any terms of the Collective Agreement. The committee does not have the power to bind the Union, its members or the employer to any decisions or conclusions reached in its discussion. The committee has the power to make recommendations to the union and the employer with respect to its discussions.

ARTICLE 36 – OCCUPATIONAL HEALTH AND SAFETY

36.01 Occupational Health and Safety Act

The Employer, the Union and Employees agree to be bound by the provisions of the *Occupational Health and Safety Act*, S.N.S 1996, c7 and regulations pursuant to the Act.

36.02 Occupational Health and Safety Committee

Notwithstanding section 18 (1) of the *Occupational Health and Safety Act*, the parties agree to maintain the existing Occupational Health and Safety Committee, which will be comprised of such representatives and responsibilities pursuant to the *Occupational Health and Safety Act*.

ARTICLE 37 – EXPENSES

37.01 Kilometrage Allowance

The Employer will adopt the civil service kilometrage rate and thereafter adjustments will be made in accordance with, and on the same effective dates as adjustments to the civil service rate.

37.02 Other Expenses

Reasonable expenses incurred by employees on the business of the Employer shall be reimbursed by the Employer, provided approval for the expenditure has been obtained.

ARTICLE 38 – RETROACTIVITY

- 38.01 All persons who are employed or, who are on an approved leave of absence, as of the date of signing of this Collective Agreement are eligible for retroactive salary adjustment pursuant to 38.02.
- 38.02 Retroactivity shall only apply to provisions of salary adjustment in Appendix “A”, annexed hereto. All other provisions become effective on the date of signing of this Collective Agreement.
- 38.03 Former employees who have resigned or retired shall have thirty (30) days after the signing of this Agreement to apply, in writing, for retroactivity. Failure to apply within thirty (30) days shall result in forfeiture of retroactivity.


ARTICLE 39 – DURATION AND TERMINATION*

- 39.01* This Collective Agreement constitutes the entire agreement between the parties and shall be in effect for a term beginning on the 1st day of November, **2020** and ending on the 31st day of October, **2023** and shall automatically be renewed thereafter for successive periods of twelve (12) months unless either party requests the negotiation of a new agreement by giving written notice to the other party not less than thirty (30) calendar days and not more than sixty (60) calendar days prior to the expiration date of this Agreement or any renewal thereof.
- 39.02 Where a notice requesting negotiation of a new agreement has been given, this agreement shall remain in full force and effect until such time as agreement has been reached in respect of a renewal, amendment, or substitution thereof, or until such time as a deadlock is declared.

It is recognized by all parties that this agreement is being signed on unceded Mi'kmaq territory.

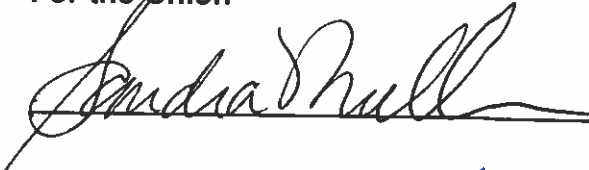
In Witness Whereof, the Parties have signed this

For the Employer




Jennifer Robitaille

For the Union



C. MacKenzie



DATED this 24 day of November, 2022.

APPENDIX "A"
WAGE SCHEDULE

*Note: to be appended to the Collective Agreement as per
Memorandum of Agreement #4 - Draft Pay Tables At Time Of Signing

APPENDIX "B"
EDUCATION PREMIUMS

A Nurse who is qualified for more than one education premium shall only receive the highest education premium for which the Nurse qualifies. The education premiums are supplemental to the annual wage, and therefore the hourly rate, as set out in Appendix "A" and as such shall be applied as an additional hourly premium. Education premiums shall be pro-rated for Part-time Nurses based on regular hours paid.

A. EDUCATION PREMIUMS

(a) Post-Graduate Program (Between 450 hours and 900 hours)

Upon the Employer's receipt of proof of a Nurse's successful completion of a recognized program which has been established by the Nurse to be a minimum of 450 hours (as per the official course description which may include course hours, lab hours, clinical hours and/or independent study hours) and where the course content is directly related to the Nurse's position, the following premium will be added to the Nurse's regular annual rate of pay:

October 31, 2006: three hundred fifteen dollars (\$315.00)
April 1, 2008: three hundred thirty-three dollars (\$333.00)

(b) Post-Graduate Program (In excess of 900 hours)

Upon the Employer's receipt of proof of a Nurse's successful completion of a recognized program which has been established by the Nurse to be in excess of 900 hours (as per the official course description which may include course hours, lab hours, clinical hours and/or independent study hours) and where the course content is directly related to the Nurse's position, the following premium will be added to the Nurse's regular annual rate of pay:

October 31, 2006: six hundred thirty dollars (\$630.00)
April 1, 2008: six hundred sixty-seven dollars (\$667.00)

(c) B.N. or B.Sc.N.

For any Registered Nurse in the bargaining unit who holds a B.N. or B.Sc.N., the following premium will be added to the Nurse's regular annual rate of pay:

October 31, 2006: one thousand three hundred sixty-five dollars (\$1365.00)
April 1, 2008: one thousand four hundred forty-five dollars (\$1445.00)

(d) Masters Degree in Nursing

For any Registered Nurse in the bargaining unit who holds a Masters Degree in Nursing, the following premium will be added to the Nurse's regular annual rate of pay:

October 31, 2006: one thousand eight hundred fifty dollars (\$1850.00)
April 1, 2008: one thousand nine hundred sixty-one dollars (\$1961.00)

B. CANADIAN NURSE ASSOCIATION CERTIFICATION PREMIUM

The following premium will be added to the regular annual pay for any Registered Nurse in the Bargaining Unit who is in receipt of a current certification under the Canadian Nurse Association Certification program and who is employed in a capacity utilizing this training, who submits proof of the certification to the Employer, payable each year the certification is current:

April 1, 2008: nine hundred ninety-six dollars (\$996.00)

A Nurse may qualify for one of the current educational premiums and the new CNA premium

For the purpose of Appendix "B", the term "Nurse" includes all nurses employed with the Centre including full-time, part-time, casual and nurse practitioners.

APPENDIX "C"

Supplemental Employment Benefit Plan

Eligibility

Any employee, having been employed with the Employer for a minimum of six months, who is granted pregnancy or parental or adoption leave in accordance with the Labour Standards Code, will be eligible for benefits under the plan, provided the employee has registered at and complied with the reporting requirements of the Employment Insurance Act, S.C. 1996, c. 23 for Employment insurance benefits and supplementary benefits as outlined herein. Employees do not have the right to payments under this Article except for supplementation of Employment insurance benefits for the employment period as specified herein.

Pregnancy Leave Allowance

- (a) An employee entitled to pregnancy leave under the provisions of this Agreement, who provides the Employer with proof that **they have** applied for and **are** eligible to receive employment insurance (E.I.) benefits pursuant to Section 22, Employment Insurance Act, S.C. 1996, c.23, shall be paid an allowance in accordance with the Supplementary Employment Benefit (S.E.B.) Plan.
- (b) In respect to the period of pregnancy leave, payments made according to the S.E.B. Plan will consist of the following:
 - (i) where the employee is subject to a waiting period of one (1) week before receiving E.I. benefits, one (1) payment equivalent to seventy-five percent (75%) of their weekly rate of pay, less any other earnings received by the employee during the benefit period;
 - (ii) where the employee has served the one (1) week waiting period in (i), one (1) additional payment equivalent to the difference between the weekly E.I. benefit, the employee is eligible to receive and ninety-three percent (93%) of their weekly rate of pay, less any other earnings received by the employee during the benefit period which may result in a decrease in the E.I. benefits to which the employee would have been eligible if no other earnings had been received during that period.
 - (iii) up to a maximum of five (5) additional weeks, payments equivalent to the difference between the weekly E.I. benefits, the employee is eligible to receive and ninety-three percent (93%) of **their** weekly rate of pay, less any other earnings received by the employee during the benefit period which may result in a decrease in the E.I. benefits to which the employee would have been eligible if no other earnings had been received during that period.

- (c) For the purpose of this allowance, an employee's weekly rate of pay will be one-half (1/2) the bi-weekly rate of pay to which the employee is entitled on the date immediately preceding the commencement of **their** pregnancy leave. In the case of a part-time employee, such weekly rate of pay will be multiplied by the fraction obtained from dividing the employee's time worked averaged over the preceding twenty-six (26) weeks by the regularly scheduled full-time hours of work for the employees' classification. For the purpose of this calculation the hours used for a part-time employee shall be the actual hours paid, or the hours based on the current appointment status of the part-time employee as a percentage of full-time hours, whichever is greater.
- (d) Where an employee becomes eligible for a salary increment or pay increase during the benefits period, benefits under the S.E.B. Plan will be adjusted accordingly.
- (e) The Employer will not reimburse the employee for any amount **they are** required to remit to Human Resources and Skills Development Canada, where **their** annual income exceeds one and one-half (1 ½) times the maximum yearly insurable earnings under the Employment Insurance Act.
- (f) It is understood that employees entitled to the seven (7) weeks Pregnancy Leave Allowance as provided in this Article may be eligible for an additional Parental Leave Allowance which combined with the Pregnancy Leave Allowance may result in eligibility up to a maximum of seventeen (17) weeks allowance.

Parental and Adoption Leave Allowance

- (a) An employee entitled to parental or adoption leave under the provisions of this Agreement, who provides the Employer with proof that they have applied for and are eligible to receive employment insurance (E.I.) benefits pursuant to Section 23 of the Employment Insurance Act, S.C. 1996, c.23, shall be paid an allowance in accordance with the Supplementary Employment Benefits (S.E.B.) Plan.
- (b) In respect to the period of parental or adoption leave, payments made according to the S.E.B. Plan will consist of the following:
 - (i) Where the employee is subject to a waiting period of 1 week before receiving E.I. Benefits, one (1) payment equivalent to seventy-five percent (75%) of their weekly rate of pay, less any other earnings received by the employee during the benefit period;
 - (ii) Where the employee has served the one (1) week waiting period in (i), one (1) additional payment equivalent to the difference between the weekly E.I. benefit, the employee is eligible to receive and ninety-three percent (93%) of their weekly rate of pay, less any other earnings received by the employee during the benefit period which may result in a decrease in the

E.I. benefits to which the employee would have been eligible if no other earnings had been received during that period.

(iii) Up to a maximum of ten (10) additional weeks as follows:

- 1) where the employee is in receipt of standard E.I. parental benefits, the payments will be equivalent to the difference between the weekly standard E.I. benefits the employee is eligible to receive and ninety-three per cent (93%) of the employee's weekly rate of pay;
- 2) where the employee is in receipt of extended E.I. parental benefits, the payments will be equivalent to the difference between the weekly standard E.I. benefits the employee is eligible to receive and ninety-three per cent (93%) of the employee's weekly rate of pay;

less any other earnings received by the employee during the benefit period which may result in a decrease in the E.I. benefits to which the employee would have been eligible if no other earnings had been received during the period.

- (c) For the purpose of this allowance "standard E.I. parental benefits" means the E.I. benefits paid to an employee who is taking parental leave of up to thirty-five (35) weeks and "extended E.I. parental benefits means the E.I. benefits paid to an employee who is taking a parental leave greater than thirty-five (35) weeks.
- (d) For the purposes of this allowance, an employee's weekly rate of pay will be one-half the bi-weekly rate of pay to which the employee is entitled for their classification on the day immediately preceding the commencement of the parental or adoption leave. In the case of a part-time employee, such weekly rate of pay will be multiplied by the fraction obtained from dividing the employee's time worked averaged over the preceding twenty-six (26) weeks by the regularly scheduled full-time hours of work for the employee's classification. For the purpose of this calculation the hours used for a part-time employee shall be the actual hours paid, or the hours based on the current appointment status of the part-time employee as a percentage of full-time hours, whichever is greater.
- (e) Where an employee becomes eligible for a salary increment or pay increase during the benefit period, payments under the S.E.B. Plan will be adjusted accordingly.
- (f) The Employer will not reimburse the employee for any amount they are required to remit to Human Resources and Skills Development Canada where their annual income exceeds one and one-half (1 ½) times the maximum yearly insurable earnings under the Employment Insurance Act.

APPENDIX "D"

Memorandum of Agreement

Wage Increases for PAUSE and MAP grant funded employees*

Whereas the Employer has project employees working on the Pause Mental Health Program and the Managed Alcohol Program;

And Whereas the Employer has secured additional funding until March 31, 2023 for both programs;

The following classifications are grant-funded classifications in the Employer's PAUSE and MAP programs:

- **Mental Health Clinicians: funded at \$30.00 per hour**
- **PAUSE Receptionist: funded at rate equivalent to Receptionist classification in Appendix A**
- **Harm Reduction Outreach Worker: funded at a rate equivalent to Harm Reduction Housing Worker in Appendix A**
- **MAP RN: funded at a rate equivalent to the RN classification in Appendix A**

These employees are hired pursuant to the terms of grant and are not included in Appendix A of the Collective Agreement.

Based on the commitment of the funder to provide wage increases for these classifications, the Employer and Union agree that the following wage increases will occur for these classifications during the term of this Collective Agreement:

- **Increase of 1.5% on November 1, 2020;**
- **Increase of 1.5% on November 1, 2021;**
- **Increase of 3% on November 1, 2022;**
- **Increase of 0.5% on October 31, 2023**

In Witness Whereof, the Parties have signed this

For the Union

For the Employer

Sandra Dhall

[Signature]

C. MacKenzie

Jennifer Palubrud

[Signature]

DATED this 24 day of NOVEMBER, 2022.

MEMORANDUM OF AGREEMENT #1*

BETWEEN:

NORTH END COMMUNITY HEALTH ASSOCIATION

AND:

NOVA SCOTIA GOVERNMENT AND GENERAL EMPLOYEES UNION

Whereas the Employer has project employees who work on its Housing First project;

And Whereas the available positions these employees fill are funded by a third-party funder with wages set and funded by the third-party funder;

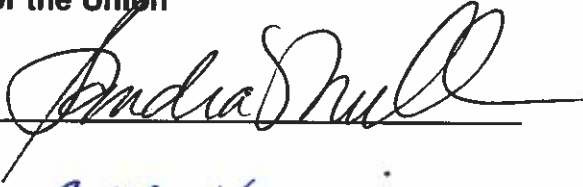
And Whereas the project employees are nevertheless Union members covered by this Collective Agreement,

Now Therefore the Parties wish to set out for clarity the wages and terms of these positions;

1. Housing First Project Employee Positions and Hourly Wages are set out as follows:
 - a. Housing First Team Lead (Project Lead): \$36.76 (Up to 1 Position)
 - b. Intensive Case Manager: \$25.64 - \$26.21 (Up to 5 positions)
 - c. Program Coordinator: \$20.00 - \$20.44 (Up to 1 position)
 - d. Housing Support Worker: \$21.51 (Up to 2 positions)
2. These employees are hired pursuant to the terms of the funding agreement with the third-party funder and are not included in Appendix A of the Collective Agreement.
3. Not all positions are funded or filled at all times. The Employer evaluates positions on an annual basis considering funding available and operational needs, and may fill some or all positions depending on these considerations.

In Witness Whereof, the Parties have signed this

For the Union



C. MacKenzie



For the Employer



Jennifer Robinson

DATED this 24 day of November, 2022.

MEMORANDUM OF AGREEMENT #2

BETWEEN:

NORTH END COMMUNITY HEALTH ASSOCIATION

AND:

NOVA SCOTIA GOVERNMENT AND GENERAL EMPLOYEES UNION

(Employment of Summer Students)

Whereas the Employer has received grant funding to hire summer students on a temporary basis to provide assistance to employees in the areas of marketing, outreach and accounting and to provide the student with some work experience.

Students hired during the summer period, up to eight weeks, will not be considered as bargaining unit employees.

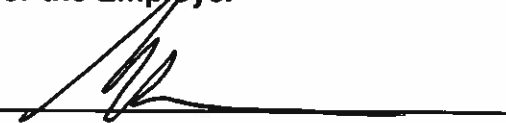
No bargaining unit members shall be terminated, laid off from employment, or have their hours reduced as a result of the employer hiring summer students.

In Witness Whereof, the Parties have signed this

For the Union

For the Employer

















DATED this 24 day of November, 2022.

MEMORANDUM OF AGREEMENT #3

BETWEEN:

NORTH END COMMUNITY HEALTH ASSOCIATION

AND:

NOVA SCOTIA GOVERNMENT AND GENERAL EMPLOYEES UNION

(Oral Health Outreach Navigator)

Whereas the Employer has project employees in the following positions:

Oral Health Outreach Navigator - \$39.64 / hour (1 position)

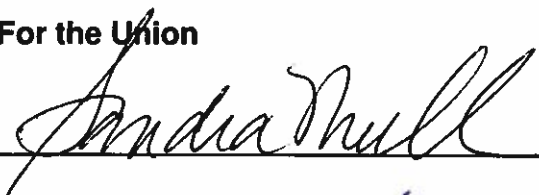
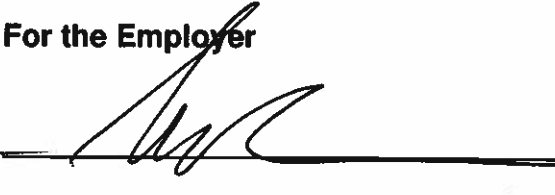



This position will be part time and the project has an estimated end date of September 1, 2021, unless funding changes.

This employee will be hired pursuant to the terms of the funding agreement with the third-party funder and are not included in Appendix A of the Collective Agreement.

In Witness Thereof, the Parties have signed this

For the Union

For the Employer

 _____	 _____
 _____	 _____
 _____	 _____
 _____	 _____
 _____	 _____

DATED this 24 day of November, 2022.

MEMORANDUM OF AGREEMENT #4

BETWEEN:

NORTH END COMMUNITY HEALTH ASSOCIATION

AND:

NOVA SCOTIA GOVERNMENT AND GENERAL EMPLOYEES UNION

(Draft Pay Tables At Time Of Signing)*

Whereas the Union and the Employer negotiated a new Collective Agreement, the terms of which were ratified by the Union September 29, 2022;

And Whereas there are six (6) new positions being added to the pay tables at Schedule "A" where the Parties have not yet had the opportunity to establish the wage scale, those positions being: Indigenous Cultural Support Worker; Personal Care Worker; Team Lead Overlook; Harm Reduction Counsellor; Harm Reduction Housing Worker; and Peer Support Worker.

And Whereas the Parties do not wish to delay the signing of the Collective Agreement and the availability of retroactive pay for eligible employees while pay tables are finalized;

Now Therefore the Parties agree as follows:

1. Draft pay tables, excluding the six new positions, have been provided to the Management and Union bargaining teams for tentative approval.
2. The Draft pay tables will not be appended to the Collective Agreement.
3. Wage scales for the six new positions will be finalized in accordance with Article 15 of the Collective Agreement.
4. Once all wage scales are agreed upon, the parties shall develop Final Pay Tables which will be signed by the Employer and the Union, and will be appended to the Collective Agreement.

In Witness Whereof, the Parties have signed this

For the Union

For the Employer

Jessica Dull

C. MacKinnon

Heidi

[Signature]

Jennifer Polychaud

DATED this 24 day of November, 2022.

MEMORANDUM OF AGREEMENT #5

BETWEEN:

NORTH END COMMUNITY HEALTH ASSOCIATION

AND:

NOVA SCOTIA GOVERNMENT AND GENERAL EMPLOYEES UNION

(Top Up To Living Wage)*

Whereas two classifications of employees (Front Desk Reception and Clinical Aid) do not have a top-of-scale wage rate that meets the Nova Scotia living wage as determined at the commencement of this Collective Agreement's term (November 1, 2020) to be \$21.80 per hour;

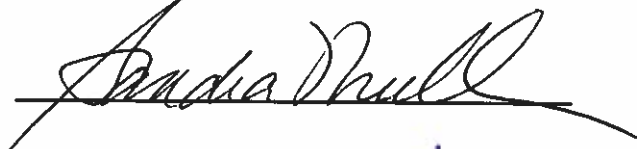
And Whereas in accordance with its mission and values, the North End Community Health Centre wishes to ensure its employees have the opportunity to earn a living wage, and committed to ensuring every classification had that opportunity during the bargaining process;


Now Therefore the Parties agree as follows:


1. Both the Draft and Final pay tables will continue to reflect the wage rates for the Front Desk Reception and Clinical Aid positions funded by NECHC's funders.
2. Notwithstanding paragraph 1, any individual employed in the Front Desk Reception and Clinical Aid positions at Step 5 shall be paid \$21.80 per hour from the date of ratification (September 29, 2022), and will continue to earn that hourly wage until the expiry of the Collective Agreement on October 31, 2023.
3. This memorandum applies to any employee employed at Step 5 of the Front Desk Reception and Clinical Aid classifications who is not PIO'd at a higher rate than \$21.80 per hour.

In Witness Whereof, the Parties have signed this Agreement effective the 24th day of November, 2022:


For the Union

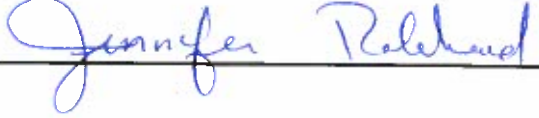






For the Employer





MEMORANDUM OF AGREEMENT #6

BETWEEN:

NORTH END COMMUNITY HEALTH ASSOCIATION

AND:

NOVA SCOTIA GOVERNMENT AND GENERAL EMPLOYEES UNION

(Maximum Annual Salaries For New Positions)*

Whereas the Union and the Employer negotiated a new Collective Agreement, the terms of which were ratified by the Union September 29, 2022;

And Whereas there are six (6) new positions being added to the pay tables at Schedule "A" where the Parties have not yet had the opportunity to establish the wage scale, those positions being: Indigenous Cultural Support Worker; Personal Care Worker; Team Lead Overlook; Harm Reduction Counsellor; Harm Reduction Housing Worker; and Peer Support Worker;

And Whereas the Parties agreed to a maximum annual salary for each of these positions, based on total available funding from third party funders for each position, and wish to ensure that agreement is captured in the Collective Agreement pending finalization of the full salary scales;

Now Therefore the Parties agree as follows:


1. When the wage scale is developed, the Step 5 hourly wages for each of the six new positions shall not equate to more than the following maximum annual salary allowances:


Peer Support Worker (1.0)	\$48,000.00
Personal Care Worker (1.0)	\$45,559.00
Harm Reduction Housing Worker (1.0)	\$44,310.00
Harm Reduction Counsellor (0.8)	\$49,600.00
Team Lead Overlook (1.0)	\$60,000.00
Indigenous Cultural Support Worker (1.0)	\$55,000.00


2. Notwithstanding paragraph 1, and in accordance with the agreement of the third party funders, the negotiated wage increases shall apply to these maximum annual salary allowances as well as to all steps on the wage scale for these positions.

In Witness Whereof, the Parties have signed this Agreement effective the 24 day of November, 2022:

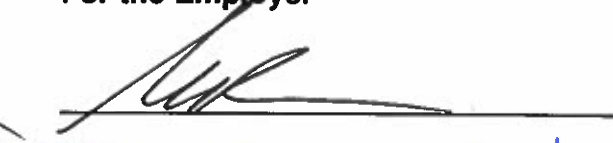
For the Union

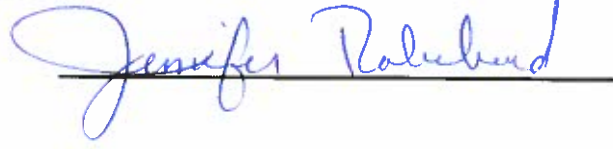






For the Employer





MEMORANDUM OF AGREEMENT #7*

BETWEEN:

NORTH END COMMUNITY HEALTH ASSOCIATION

AND:

NOVA SCOTIA GOVERNMENT AND GENERAL EMPLOYEES UNION

(Dental Assistant Market Adjustment)*

Whereas the Employer received a request from Katrina Izzard Wells to do a salary review on her 0.6 Dental Assistant role in November 2021;

And Whereas the Employer did conduct a salary review for the Dental Assistant role through HANS;

And Whereas HANS recommended a market adjustment rate for the Dental Assistant position at NECHC, based on the market adjustment currently in place for a similar role at Dalhousie University;

Now Therefore the Parties agree as follows:


1. The Dental Assistant shall be increased in accordance with the market adjustment recommended by HANS. Specifically, the Dental Assistant position salary shall range between \$23.64 and \$29.99.
2. The market adjustment will apply as of November 1, 2021.
3. The Parties' agree that while the pay tables in the Collective Agreement will not change, the Dental Assistant shall be paid at the market adjustment rate as detailed here:

	Nov. 1, 2021 Negotiated Wage Rate in Appendix "A"	Nov. 1, 2021 Market Adjustment Wage Rate
Step 1	\$22.66	\$23.64
Step 2	\$23.32	\$25.23
Step 3	\$23.99	\$26.82
Step 4	\$24.64	\$28.41
Step 5	\$25.31	\$29.99

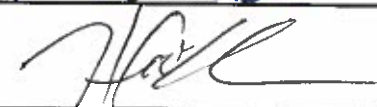
4. The negotiated wage increases scheduled for November 1, 2022 and October 31, 2023 shall apply to the Market Adjustment Wage Rate for the Dental Assistant.
5. The incumbent (Katrina Izzard Wells) shall be placed at Step 3 of the market adjustment wage scale above.
6. The Employer shall provide the incumbent with retroactive pay to the date of the original request for review (November 1, 2021).

In Witness Whereof, the Parties have signed this Agreement effective the 24 day of November, 2022:


For the Union



C. MacKinnon



For the Employer



Jennifer Palumbo

